

ENTERED

September 09, 2021

Nathan Ochsner, Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

KIRBY INLAND MARINE, LP

Plaintiff,

v.

FPG SHIPHOLDING PANAMA
47 S.A., K LINE ENERGY SHIP
MANAGEMENT, and the VLGC
GENESIS RIVER, *in rem*

Defendants.

No. 3:19-cv-00207

IN THE MATTER OF KIRBY
INLAND MARINE, LP, in a cause of
exoneration from or limitation of
liability

Rule 9(h) Admiralty

Consolidated with

IN THE MATTER OF THE
COMPLAINT OF FPG
SHIPHOLDING PANAMA 47 S.A.
SHIP NO. 138 CO. LTD., ET AL, in a
cause for exoneration from or
limitation of liability

Rule 9(h) – Admiralty

FINAL JUDGMENT PURSUANT TO FED. R. CIV. P 54(b)

Having determined that there is no just reason for delay, and in accordance with the Court's Memorandum Opinion and Order Entering Findings of Fact and Conclusions of Law dated July 8, 2021 (Dkt. 588), the Court enters this Final Judgment pursuant to Federal Rule of Civil Procedure 54(b) with respect to (i) all

claims by Kirby Inland Marine, LP (“Kirby”) and all claims against Kirby, *in personam*, and the M/V VOYAGER, the tank barge MMI 3041, and the tank barge Kirby 30015T, *in rem* (collectively, including Kirby, the “Kirby Interests”), and (ii) all claims against BW VLGC Limited, BW Gas AS, BW Fleet Management AS, *in personam*, and the VLGC BW Oak, *in rem* (collectively, the “BW Interests”), as follows:

(1) IT IS ORDERED, ADJUDGED, and DECREED that FPG Shipholding Panama 47 S.A., K Line Energy Ship Management Co., Ltd., Ship No. 138 Co. Ltd., Ship No. 139 Co. Ltd., Genesis River Shipping S.A., *in personam*, and the VLGC GENESIS RIVER, *in rem* (collectively, the “Genesis River Interests”) solely caused the collision, the discharge, and the resulting removal costs and damages under the Oil Pollution Act (“OPA”), 33 U.S.C. § 2702(d)(1)(A);

(2) IT IS ORDERED, ADJUDGED, and DECREED that the Genesis River Interests are not entitled to exoneration from liability and are not entitled to the limits on liability set forth in OPA, 33 U.S.C. § 2704(a);

(3) IT IS ORDERED, ADJUDGED, and DECREED that the Kirby Interests are exonerated from any and all liability and are entitled to the complete defense set forth in OPA, 33 U.S.C. § 2703(a)(3), and, further, that all claims against the Kirby Interests in this action, including any and all claims by the Genesis River

Interests, Kawasaki Kisen Kaisha, Ltd. (“Kawasaki”), and OPA claimants, are hereby dismissed with prejudice;

(4) IT IS ORDERED, ADJUDGED, and DECREED that the BW Interests have no fault for the collision and that all claims asserted against the BW Interests in this action, including any and all claims by the Genesis River Interests, Kawasaki, and OPA claimants, are hereby dismissed with prejudice;

(5) IT IS ORDERED, ADJUDGED, and DECREED that any and all bonds, letters of undertaking, stipulations for costs, stipulations for value, and cash deposits in lieu of bond filed by or on behalf of the Kirby Interests are hereby released in full;

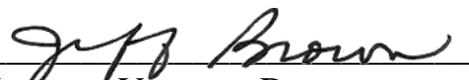
(6) IT IS ORDERED, ADJUDGED, and DECREED that any and all bonds, letters of undertaking, amended letters of undertaking, stipulations for costs, stipulations for value, and/or cash deposits in lieu of bond submitted by the BW Interests are hereby released in full;

(7) IT IS ORDERED, ADJUDGED, and DECREED that Kirby shall recover from the Genesis River Interests the following amounts: (a) \$7,936,897 in collision damages, along with prejudgment interest accruing from May 10, 2019 until the date of judgment at the annual rate of 3.25% and postjudgment interest accruing at the rate provided by 28 U.S.C. § 1961 as of the date of this judgment; (b) \$9,461,591 in spill response damages, along with interest accruing from July 29,

2019, until the date such amount is paid at the annual rate of 0.15%, and (c) \$2,102,115.22 in natural resources damages paid by Kirby pursuant to the consent decree entered in *United States v. Kirby Marine Inland*, C.A. No. 3:21-cv-00180, In the U.S. District Court for the Southern District of Texas, along with interest accruing from the date that Kirby pays the \$2,102,115.22 due under the consent decree until the date such amount is paid by the Genesis River Interests to Kirby, at the annual rate of 0.15%; and

(8) Pursuant to Federal Rule of Civil Procedure 54(d)(1), Kirby and the BW Interests, respectively, shall recover from the Genesis River Interests all taxable costs incurred in this action.

Signed this 9th day of September, 2021.


JEFFREY VINCENT BROWN
UNITED STATES DISTRICT JUDGE

AGREED AS TO FORM ONLY BY:

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